

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re: )  
**Daniel Dale Seibert** ) **Case No. 11-46971**  
**Lydia Lynne Seibert** ) Chapter 13  
Debtor(s) ) **Confirmation: August 24, 2011**  
 ) **Courtroom: 5 North 10:00 a.m.**

**FIRST AMENDED CHAPTER 13 PLAN**

**PAYMENTS. Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts: (complete one of the following payment options)**

**\$ 702 .00 per month for 36 months.**

\$\_\_\_\_\_ per month for \_\_\_\_\_ months, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months.

A total of \$\_\_\_\_\_ through \_\_\_\_\_, then \$\_\_\_\_\_ per month for \_\_\_\_\_ months beginning with the payment due in \_\_\_\_\_, 20\_\_\_\_\_.

In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:

(1) Debtor shall send any tax refund received during the plan to the Trustee; however, debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain from such refunds the lesser of the sum of two monthly plan payments or \$600 from such tax refunds, each year, for necessities. (2) Fifty percent of any employee bonus or other distribution paid or payable to the debtor during the term of the plan. (3) Additional lump sum(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.

A minimum of **\$0.00** will be paid to non-priority unsecured creditors. (Dollar amount or 100%)

**DISBURSEMENTS. Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below:**

**1. Trustee and Court Fees.** Pay Trustee a percent of all disbursements as allowed by law and pay filing fees if the Court enters an order providing for filing fees to be paid in the Chapter 13 plan.

2. **Executory Contract/Lease Arrearages.** Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
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3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
DeLage Landen Financial Services	473.77	28 months

(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence )** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph \_\_\_\_ below.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
Wells Fargo Mortgage	\$1,452.	By Debtor
Key Bank	\$ 161.	By Debtor

(E) **DSO Claims in equal installments.** Pay the following pre-petition domestic support obligation arrears in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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4. **Attorney Fees.** Pay Debtor's attorney \$00.00 in equal monthly payments over 12 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See procedures manual for limitations on use of this paragraph]

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay arrearage on debt secured by liens on real property in equal monthly installments over the period and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
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<b>Wells Fargo Mortgage</b>	<b>0.00</b>	<b>n/a</b>	<b>0.00%</b>
<b>Key Bank</b>	<b>0.00</b>	<b>n/a</b>	<b>0.00%</b>

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with **6.01%** interest.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
<b>Lindell Bank</b>	<b>\$8,279.84</b>	<b>36 months</b>	<b>\$9,058.68</b>

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with **6.01%** interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9 (A), estimated as set forth below:

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
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(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period and with interest as identified below.

CREDITOR	EST BALANCE	TRUSTEE/CO-DEBTOR	PERIOD	INTEREST RATE
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6. Pay **\$0.00** of debtor's attorney's fees and any additional attorney fees allowed by the Court .

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to §507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
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8. **Priority Claims.** Pay the following priority claims allowed under 11 U.S.C. section 507 in full, estimated as follows:

CREDITOR NAME

TOTAL AMOUNT DUE

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims**. Pay non-priority, unsecured creditors. Estimated total owed: **\$187,732.66**. Estimated amount available **\$0.00**. Estimated repayment in Chapter 7: **\$ 0.00**. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: **\$ 0.00**

(B) **Surrender of Collateral**. Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR

COLLATERAL

(C) **Rejected Executory Contracts/Leases**. Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR

CONTRACT/LEASE

10. Other:

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily.

14. Any post-petition claims filed and allowed under 11 U.S.C. Section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE

SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR.

DATE: July 18, 2011

DATE: July 18, 2011

DEBTOR:/s/ **Darrel Maurice Hackmann**

DEBTOR:/s/ **Pamela Marie Hackmann**

Respectfully Submitted,  
GOLDBERG LAW FIRM, LLC

*/S/ Nathan H Goldberg*

Attorney at Law

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St. Louis, MO 63116

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**Certificate of Service**

The undersigned hereby certifies that a copy of the foregoing document was mailed, first-class postage prepaid, and/or by the court's ECF system this 3<sup>rd</sup> day of December, 2010 to:

American Express  
PO Box 650448  
Dallas, TX 75265

American Express  
PO Box 650448  
Dallas, TX 75265

American Express  
PO Box 981537  
El Paso, TX 79998

Ann Taylor  
c/o WFNNNB  
PO Box 182273  
Columbus, OH 43218-2273

Bank of America  
PO Box 15026  
Wilmington, DE 19850

Bank of America  
PO Box 15026  
Wilmington, DE 19850

Chase Card Services  
PO Box 15298  
Wilmington, DE 19850

Chase Card Services  
PO box 15298  
Wilmington, DE 19850

Chase Card Services  
PO Box 15298  
Wilmington, DE 19850

Citi Bank SD NA  
PO box 6241  
Sioux Falls, SD 57117

Citi Bank SD NA  
PO box 6241  
Sioux Falls, SD 57117

De:Lage Landen Fiancial Services, Inc.  
Lease Processing Center  
1111 Old Eagle School Rd.  
Wayne, PA 19087

Discover Financial Services  
P.O. Box 6103  
Carol Stream, IL 60197

GLELSI  
PO Box 7860  
Madiso, WI 53707

Key Bank  
4910 Tiedeman Rd.  
Oh-01 51-05692  
Brooklyn, OH 44144

Kohl's  
PO Box 3120  
Milwaukee, WI 53201

Lindell Bank  
6900 Clayton Avenue  
St. Louis, MO 63139

Lindell Bank  
Attn: Lance Elkin  
3060 Clarkson Rd.  
Ellisville, MO 63017

Loft  
PO Box 659705  
San Antonio, TX 78265

New York  
PO Box 659728  
San Antonio, TX 78265

Sams Club/ GEMB  
PO Box 530942  
Atlanta, GA 30353

Talbots  
PO Box 740158  
Cincinnati, OH 45274

The Childrens Place Plan  
Processing Center  
Des Moines, IA 50364

Wells Fargo  
PO Box 10335  
Des Moines, IA 50306

Respectfully Submitted,  
GOLDBERG LAW FIRM, LLC

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